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A G R E E M E N T

between

Bloomfield Board of Education

and

Bloomfield Public Schools Service Association

July 1, 1973 to June 30, 1974

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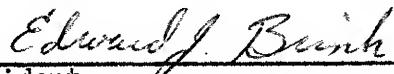
1. PREAMBLE

This Agreement of twenty (20) pages entered into this tenth day of September, 1973, by and between the Board of Education of the Town of Bloomfield, New Jersey, hereinafter called the "Board" and the Bloomfield Public Schools Service Association, hereinafter called the "Association" is for the school fiscal year beginning July 1, 1973 and ending June 30, 1974 and is in accordance with Chapter 303, Laws of 1968.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this instrument to be duly executed by their proper officers and their seal affixed, the day and year first above written.



President  
Bloomfield Board of Education



President  
Bloomfield Public Schools Service  
Association

Attest:



Secretary  
Bloomfield Board of Education



Secretary  
Bloomfield Public Schools Service  
Association

## 2. RECOGNITION

WHEREAS, the Bloomfield Public Schools Service Association represents the majority of the custodial and maintenance employees of the Bloomfield Board of Education whose salaries are determined in accordance with the custodial and maintenance salary guides, and

WHEREAS, Chapter 303 of the laws of 1968 provides that an association which enrolls the majority of public employees in specific category of employment is the legal negotiating unit for such employees, now, therefore, be it

RESOLVED, that the Bloomfield Board of Education recognizes the Bloomfield Public Schools Service Association as the official negotiating unit for those persons on the custodial and maintenance salary guides who are under contract to the Bloomfield Board of Education for the school year 1973-1974.

## 3. NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good faith effort to reach an agreement on matters concerned with the terms and conditions of custodial, grounds and maintenance employees employment and grievance procedures. Such negotiations shall begin not later than November 1 of the calendar year preceding the school fiscal year in which this Agreement shall be in effect. Any agreement so negotiated shall apply to all custodial, grounds, and maintenance personnel, be reduced to writing and be signed by the Board and the Association. During negotiations all agreements made by both parties shall be tentative until the entire Agreement has been negotiated.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection, records deemed to be pertinent to the conditions of employment except those defined as classified and confidential by the State Department of Education. Not later than January 15 of each year, the Board shall provide the Association with a tentative budget figure for the next school fiscal year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be authorized to make proposals, consider proposals, and make counterproposals in the course of negotiations; however, final authority to approve proposals shall rest with the Board of Education and the Bloomfield Public Schools Service Association according to the Constitution and By-Laws of the Association.
- D. The representatives of the Board and the representatives of the Association's negotiating committee shall meet upon request for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

### 3- NEGOTIATION PROCEDURE (cont'd)

1. Each party shall submit to the other, in writing, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
  2. All meetings between the parties shall be scheduled to take place at a mutually convenient time.
  3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted to the Board and to the Association for consideration.
- E. This Agreement shall not be modified in whole or in part nor shall additional items be added by the parties except by an amendment in writing approved by the Board and the Association.
- F. If the Board and the Association are unable to agree, then either party may request of the other that the matter shall be submitted to advisory mediation. Such requests shall be in writing, and the acquiescence therein shall also be in writing. If either party refuses such request, the matter will be referred to the New Jersey Public Employment Relations Commission.

The Board and the Association each shall select an advisor and notify the other of the advisor selected within ten (10) work days after the request for advisory mediation. A third member, who shall be chairman, shall be named by the first two within ten (10) work days.

This advisory board shall report recommendations for settlement within ten (10) work days. The recommendations shall be submitted to both parties and shall be made public.

Each advisor shall be paid by the party selecting him, and the expense of the chairman shall be shared equally by the Board and the Association.

- G. In the event an agreement cannot be reached, the matter shall be referred to the New Jersey Public Employment Relations Commission for fact finding and/or advisory mediation.

### 4- GRIEVANCE PROCEDURE

#### Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim or the Association making the claim.

#### 4. GRIEVANCE PROCEDURE (cont'd)

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Two classes of grievances shall be considered:
  - a. A Class A grievance shall be an informal, personal, individual grievance. This grievance shall be one brought by an individual, and only an individual, in behalf of himself alone, in which the aggrieved person judges that his interests are best served by keeping the grievance confidential.
  - b. Class B grievances shall constitute all other grievances.

#### Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

#### Procedure

Each employee has a right to be heard by his supervisor, principal, assistant superintendents, superintendent, and board of education, on conditions concerning his employment. It is understood that he will proceed through the levels outlined in this procedure. Grievances shall be submitted on a form available in the Office of the Principal.

All employees, including grievant or grievants, shall continue under the direction of the superintendent and other administrators, regardless of the pendency of the grievance until such grievance is officially resolved. The continuance of duty will not constitute an agreement as to the disposition of the grievance.

It is the intent of both parties in interest to process all grievances as expeditiously as possible.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Concerning all levels, both parties shall adhere to the following schedules for submitting and processing grievances except under unusual and extenuating circumstances.

For Class A Grievances

Level 1

Any aggrieved person may present his grievance in writing to his principal/supervisor within 30 days. After discussion of the grievance, the principal/supervisor must reach a decision within (6) days of the date in which the grievance was presented in writing.

Level 2

If no resolution has been reached at Level 1, the grievance may be submitted in writing to the superintendent of schools within ten (10) days. The superintendent must rule on the grievance within ten (10) days. If the superintendent does not deem the grievance personal enough to fall within the Class A grievance category, it may only be continued under the Class B category and shall be resumed at Level 2.

Level 3

If no resolution has been reached at Level 2, the grievance may be submitted in writing to the Board within ten (10) days. The Board must rule on the grievance within fifteen (15) days. A party in interest may not be represented by any minority organization nor shall the minority organization present or process his grievance.

Concerning all levels, both parties shall adhere to the following schedules for submitting and processing grievances except under unusual and extenuating circumstances.

For Class B Grievances

Rights of Employees to Representation

Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Level 1

Any aggrieved person must present his grievance to his principal/supervisor within (30) days of the occurrence. After discussion of the grievance, the principal/supervisor must reach a decision within six (6) days of the date in which the grievance was presented.

Level 2

If no resolution has been reached after the six (6) day period, the aggrieved person may present his grievance to the Association within ten (10) days. This presentation must be made in writing. This presentation will be made for the purposes of studying the merit of the grievance and/or to see if the grievance can be resolved through the grievance committee. The grievance committee reserves the right to consult with the aggrieved person's principal/supervisor in order to facilitate resolution of said grievance. A decision must be reached at this level within six (6) days.

For Class B Grievances

Rights of Employees to Representation (cont'd)

Level 3

If no resolution has been reached at Level 2, the grievance may be submitted in writing to the superintendent of schools within ten (10) days. The superintendent must rule on the grievance within ten (10) days. He shall respond, after hearings, within this period in a written communication, a copy of which shall be forwarded to the Association.

Level 4

If no resolution has been reached at Level 3, the grievance may be submitted in writing to the Board within ten (10) days. The Board must rule on the grievance within fifteen (15) days. The Board shall respond in writing within this period to the individual or group presenting the grievance and shall inform the Association of its action.

Level 5

If Level 4 does not result in resolution, the aggrieved person may request in writing within ten (10) days that the Association, through the proper officers and/or committees, submit the grievance to advisory mediation. If the Association feels that the grievance is meritorious, it may submit the grievance to mediation within ten (10) days after receipt of this request by the aggrieved person.

The Board and the Association will each name one advisor. A third member, who shall be chairman, shall be named by the first two.

This advisory board shall report recommendations for settlement within ten (10) days. The recommendations shall be submitted to both parties and shall be made public.

Each advisor shall be paid by the party selecting him and the expense of the chairman shall be shared equally by the Board and the Association.

Level 6

If the grievance is not resolved, the grievance shall be presented to the New Jersey Public Employment Relations Commission for fact finding and/or advisory mediation.

Miscellaneous

1. If, in the judgment of the Association Grievance Committee, a grievance affects a group or class of employees, the Grievance Committee may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level 2. The Association Grievance Committee may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

For Class B Grievances

Miscellaneous (cont'd)

2. Decisions rendered at Level 1 under Class B Grievances which are unsatisfactory to the aggrieved person, shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the chairman of the appropriate association committee.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this section.

5. BOARD OF EDUCATION'S LEGAL PREROGATIVES

The right to manage the school system and to direct the personnel and operation of the schools, subject to the limitations of this Agreement, is exclusively vested in and retained by the Board. Furthermore, nothing in this agreement shall be construed to diminish or remove from the Bloomfield Board of Education, the authority or responsibilities which are vested in it by New Jersey Revised Statutes Title 18A.

BOARD OF EDUCATION  
Bloomfield, New Jersey

6. CUSTODIAL AND MAINTENANCE CALENDAR - July 1, 1973 - June 30, 1974

The following are the days when custodial and maintenance personnel need not report to work except for:

1. Keeping heat in buildings to protect from freezing.
2. Removal of snow.
3. Emergency reasons.

1973

July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
October 8	Monday	Columbus Day
November 16	Friday	12:00 Noon Closing
" 21	Wednesday	*Early Dismissal
" 22	Thursday	Thanksgiving Day
" 23	Friday	Closed
December 21	Friday	*Early Dismissal
" 24	Monday	Closed
" 25	Tuesday	Christmas Day
" 31	Monday	Closed

1974

January 1	Tuesday	New Year's Day
February 18	Monday	Washington's Birthday
April 12	Friday	Good Friday
May 27	Monday	Memorial Day
June 21	Friday	Custodian Holiday

\*Early Dismissal Closing Hours: 7:30 - 4:30 shift - close at 2:30 P.M.  
10:00 - 7:00 " - " " 5:00 P.M.  
2:00 - 11:00 " - " " 9:00 P.M.

## 7. DAILY WORK SCHEDULES AND OVERTIME POLICY

### DAILY WORK SCHEDULES

In order to comply with recently amended provisions of the Fair Labor Standards Act, the following daily work schedules will become effective April 1, 1968. These schedules are based on a straight forty (40) hour work week for the twelve months of the year.

### BUILDING CUSTODIANS

The regular work day for all full time building personnel will be:

- (a) First shift: 7:30 A.M. to 4:30 P.M. (1 hour lunch)
- (b) Second shift in schools open until 7:00 P.M.:  
10:00 A.M. to 7:00 P.M. (1 hour lunch)
- (c) Late shift in secondary schools:  
2:00 P.M. to 11:00 P.M. (1 hour dinner)

### MAINTENANCE DEPARTMENT AND GROUNDS CREW

- (a) First shift: 8:00 A.M. to 4:30 P.M. (1/2 hour lunch)
- (b) Second shift: 10:00 A.M. to 7:00 P.M. (1 hour lunch)

### OVERTIME POLICY

1. When regular school programs or building rentals are scheduled during the above specified hours on weekdays, no custodial overtime will normally be authorized. It is intended that second shift men (until 7:00 P.M.) and late shift men (until 11:00 P.M.) will provide basic service for most such school or rental groups.
2. Card parties, dance recitals and other special events attended by several hundred persons may need special services requiring an additional man on duty. Please obtain prior authorization from the Board Office to assign a man on overtime, as the renting organization will be charged extra for his time.
3. All absences of full time or part time personnel are to be reported to the Board Office promptly by telephone so that substitute service may be arranged early.
4. Report all overtime worked while burglar alarm systems are being repaired to the Board Office on the next regular work day.
5. Please use ball point pen, no pencil, to complete overtime report sheets.
6. Overtime assignments are to be divided equally among all custodians assigned to a building.

#### OVERTIME COMPENSATION

1. One and one-half times the regular hourly rate will be paid for all hours after eight (8) hours in any day.
2. Time and a half will be paid for all regular building checks during the period of the year when a building check is required every 24 hours, when buildings are unoccupied on Saturdays, Sundays and calendar holidays. If buildings are rented or otherwise occupied on Saturdays, Sundays or calendar holidays, the building check will be made during the hours of occupancy, and no additional overtime will be paid.

## 8. VACATION POLICY

1. The vacation entitlement for full time, twelve month custodial, grounds and maintenance personnel will be:

<u>Experience on the Job as of July 1</u>	<u>Number of Work Days Vacation Entitlement</u>
Less than twelve months	1/2 day for each full month employed NO ALLOWANCE FOR LESS THAN A FULL MONTH
More than one full year and less than ten full years	10 work days (2 weeks)
10 full years	11 work days
11 full years	12 work days
12 full years	13 work days
13 full years	14 work days
14 full years	15 work days (3 weeks)
15 full years	16 work days
16 full years	17 work days
17 full years	18 work days
18 full years	19 work days
19 full years	20 work days (4 weeks)

2. Timing of Vacations

- A. Building and ground vacations will be taken during the time from the close of school in June through the months of July and August.
- B. Building head custodians will plan their vacations so as to be on duty during the last week of August. Exceptions to this rule should be requested through the Board office.
- C. Maintenance department personnel vacations may be scheduled during any month, subject to the Maintenance Supervisor's approval.
- D. Maintenance department members who carry over vacation days will take these days off during the months of September through June.

3. Non-Accrual

- A. All vacation time is to be used each year and shall not be accrued.
- B. Overtime will not be accumulated for vacation purposes.

4. Vacation Schedules

Vacation schedules will be submitted to the Board office by principals and supervisors on or before June 1. Please use 8 $\frac{1}{2}$  x 11 paper.

BOARD OF EDUCATION  
155 Broad Street  
Bloomfield, New Jersey

SALARY GUIDE AS ADOPTED BY THE  
BOARD OF EDUCATION OF THE TOWN OF BLOOMFIELD, NEW JERSEY

March 26, 1973

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the custodial staff, only upon the recommendation of the Board Secretary and Assistant Superintendent of Schools in Charge of Business Affairs, when said recommendations have been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

SALARY GUIDE FOR CUSTODIANS  
Effective July 1, 1973

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Step</u>
1	\$ 8316	\$ 7746	\$ 7260	\$ 5751	1
2	8543	7973	7487	5978	2
3	8770	8200	7714	6205	3
4	8997	8427	7941	6432	4
5	9224	8654	8168	6659	5
6	9451	8881	8395	6886	6
7	9678	9108	8622	7113	7
8	9905	9335	8849	7567*	8
9	10132	9562	9076		9
10	10359	9789	9530*		10
11	10813*	10243*			11
Yearly Increment	(227)	(227)	(227)	(227)	

\*Double Increment

Class I - Head Custodians in Junior and Senior High Schools, Head Groundsman.

Class II - Head Custodians in Elementary Schools, Custodian in School Administration Building, Assistant Head Custodians in Junior and Senior High Schools.

Class III - Assistant Custodians at all school locations.

Class IV - Full time matrons.

Assistant Head Custodians or Assistant Custodians who supervise Building Aides from 3:00 - 7:00 P.M. shall receive \$100 per year above their regular step.

The Assistant Head Custodian at the Senior High School shall receive \$150 per year above his regular step.

The Head Custodian at the Senior High School shall receive \$200 per year above his regular step.

\$225 additional after 20 years of service OR at age 60 and further, \$200 additional after 30 years of service (as of June 30, 1973 with at least ten consecutive years of service in Bloomfield).

BOARD OF EDUCATION  
155 Broad Street  
Bloomfield, New Jersey

SALARY GUIDE AS ADOPTED BY THE  
BOARD OF EDUCATION OF THE TOWN OF BLOOMFIELD, NEW JERSEY

March 26, 1973

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the maintenance staff, only upon the recommendation of the Board Secretary and Assistant Superintendent of Schools in Charge of Business Affairs, when said recommendations have been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

SALARY GUIDE FOR MAINTENANCE PERSONNEL  
Effective July 1, 1973

Step	Main. Foreman	Carpenters, Electricians Mason and Plumber	Painter	General Mechanic I	General Mechanic II	General Utility	Step
1	\$ 9353	\$ 8726	\$ 8281	\$ 7870	\$ 7609	\$ 7473	1
2	9626	8999	8554	8143	7851	7700	2
3	9899	9272	8827	8416	8093	7927	3
4	10172	9545	9100	8689	8335	8154	4
5	10445	9818	9373	8962	8577	8381	5
6	10718	10091	9646	9235	8819	8608	6
7	10991	10364	9919	9508	9061	8835	7
8	11264	10637	10192	9781	9303	9062	8
9	11537	10910	10465	10054	9545	9289	9
10	12083*	11456*	11011*	10600*	10029*	9743*	10
Yearly Increment	(273)	(273)	(273)	(273)	(242)	(227)	

\* Double Increment

\$225 additional after 20 years of service OR at age 60 and further, \$200 additional after 30 years of service (as of June 30, 1973, with at least ten consecutive years of service in Bloomfield).

## II. RULES GOVERNING EMPLOYEE'S ABSENCES

### A. Sick Leave

1. An employee having less than ten years continuous service shall be allowed ten days of sick leave in any school year if he is a ten month employee or twelve days if he is a twelve month employee without deduction in pay, such leave being credited as of the first day of the school year.

Deduction of sick days allowable at the same rate may be made if the employee resigns or leaves before the completion of the school year.

2. An employee having more than ten years continuous service shall be allowed twenty days of sick leave in any school year if he is a ten month employee or twenty-four days if he is a twelve month employee without deduction in pay, such leave being credited as of the first day of the school year.

Deduction of sick days allowable at the same rate may be made if the employee resigns or leaves before the completion of the school year.

3. In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board of Education.
4. Sick leave is hereby defined to mean the absence from his or her post of duty, of the employee because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
5. If any employee requires in any school year less than the above specified number of days of sick leave with full pay allowed, a maximum of ten days (ten month employees) or twelve days (twelve month employees) of such leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

### B. Extended Absence for Illness

When absence, under circumstances described above, exceeds the annual leave and the accumulated leave, the Board will consider each case on its individual merits.

### C. Allowance for Absence Other than Personal Illness

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year:

1. Death in the Immediate Family - An allowance of up to five days leave shall be granted.

Definition: Immediate family shall include - Husband, wife, mother, mother-in-law, father, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee.

2. Serious Illness in the Immediate Family - An allowance of up to three days leave shall be granted. (Immediate family same as (1) above.)
3. Death of Relative of the Second Degree - An allowance of one day's leave shall be granted.

Definition: Uncle, aunt, niece, nephew, cousin, or relative by marriage.

D. Other Emergencies of Personal Nature

An allowance of up to a total of three (3) days leave during a school year, with prior approval, by the Superintendent of Schools for the following reasons:

(The three (3) day allowance is the total leave for 1, 2, 3, and 4. It is not three days leave for each.)

1. Observance of a day of holy obligation (days on which the religious tenets of an employee's faith prohibits work).
2. Court subpoena.
3. Marriage of employee.
4. A personal day may be taken from the three days allowed in Section D, if a letter is submitted to the Superintendent of Schools, preferably in advance, stating that the day's leave was necessary for urgent personal reasons. This provision may be rescinded temporarily or permanently by the Board upon recommendation of the Superintendent if abuses are evident. This may be done by a letter to the Association giving thirty days notice.
5. Any other emergency or urgent reason not included in (1) to (3) above, if approved by the Superintendent of Schools or the Board of Education.

E. An allowance of a total of one (1) day leave during a school year, with prior approval for the following:

(The one (1) day allowance is the total leave for 1, 2, 3, 4, 5, 6, 7, and 10. It is not one day for each.)

1. Moving.
2. House Closing.
3. Graduation of son, daughter, or spouse from college.
4. To receive a degree.
5. To take a special professional examination.
6. To enter a son or daughter into his or her first year of college, provided a formal request is made to the Superintendent at least one (1) week prior to the day requested.
7. To settle an estate.

8. For paternity (2 days).
  9. One (1) day will be allowed for both moving and house closing, if required.
  10. Any other emergency or urgent reason not included in (1) to (9) above, if approved by the Superintendent of Schools or the Board of Education.
- F. For the protection of the employee and for the proper payroll accounting and audit, every absence for a half day or more must be accounted for on the regular Board of Education Employee's Absence Report.

## 12. MATERNITY LEAVE POLICY

At the present time the Bloomfield Board of Education is operating under a maternity leave policy as outlined by the Division of Civil Rights in September, 1971, pending further review of such policies by the courts.

The removal of any tenured or non-tenured employee from her duties should not be based solely on the fact of pregnancy of a specific number of months.

The removal of such an employee would be based on a noticeable decline in her performance, failure to produce certification from her physician concurred in by the Board's physician that she is medically able to continue her duties, or for any other just cause.

A tenured or non-tenured employee may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continuing to a specific date after the birth. Date of return may be further extended for proper cause. The Board of Education need not extend the leave of absence of a non-tenured employee beyond the end of the contract school year in which that leave is obtained.

A tenured or non-tenured employee may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

Similar leave provisions shall apply to any female employee under tenure adopting an infant child.

## 13. HEALTH-CARE INSURANCE PROGRAMS

- A. The Board of Education will pay the premium for each employee and his eligible dependents (full family coverage) who enrolls in the health-care insurance program provided by the Board of Education.
- B. Provisions of the health-care insurance program shall be detailed in master policies on file in the Board of Education office and in individual certificates issued to those employees who enroll. The provisions of the health-care insurance program shall include:
  - 1. Hospital room and board and miscellaneous covered charges.
  - 2. Out-patient benefits.
  - 3. Laboratory fees, diagnostic expenses and therapy treatments.
  - 4. Maternity costs.
  - 5. Surgical costs.
  - 6. Major Medical coverage.

#### 14. SIX PERCENT (6%) PAYROLL DEDUCTIONS TO PROVIDE FOR BI-WEEKLY PAY PERIODS

The Board of Education agrees to withhold six percent (6%) from each of the twenty-four (24) salary checks in order to provide for bi-weekly pay periods (twenty-six (26) pay periods during the fiscal year).

A pay date schedule will be arranged for each fiscal year in order to insure that each employee receives a check every other Friday.

#### 15. CAREER CLOTHING

1. The Board will provide two sets (shirt and trousers) of wash and wear uniforms each year during the first three years of employment for each full time man; a basic issue of six full sets. Thereafter, once annually, one, or two replacement sets will be provided each man, upon return of one or two worn out sets. Reasonable, mutually agreed standards of wear and good appearance will be used to determine when a uniform is too worn.
2. Care of this clothing will be the employees responsibility. Wearing of this uniform will be required during the regular school year and optional during the summer months. The uniform is not to be worn after hours or on weekends except when traveling from home to the job and return.

#### 16. LOCKERS

Lockers will be provided for each member.

#### 17. EVALUATIONS

An annual evaluation of each custodial, grounds and maintenance employee shall be completed by the immediate supervisor before March 1.

#### 18. DEDUCTION FROM SALARY

The Board agrees to deduct dues from the salaries of the Bloomfield Public School Service Association members. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJS 52:14-15.9e). Said monies shall be transmitted to the treasurer of the association by the 15th of each month following the monthly pay period in which the deductions were made.

The Association shall certify to the Board in writing the current rate of its membership dues and shall submit a listing of Association members before June 15 of each year.

Any employee may have such deductions discontinued only by prior written notice to the Board Secretary effective January 1 or July 1 of any year. Upon termination of employment, an employee's remaining amount due for the current year shall be deducted from his final pay.

#### 18. DEDUCTION FROM SALARY (cont'd)

Members may participate in tax sheltered annuity programs offered by the Variable Annuity Life Insurance Company (VALIC) or the Supplemental Annuity Collective Trust of the Division of Pensions of the State of New Jersey or a combination of the two programs. Each member desiring to participate in a tax sheltered annuity program will complete the necessary salary reduction agreement for the plan or plans desired. The maximum total salary reduction that a member may specify is 10% of the annual contract salary whether the member is participating in either one or both of the plans offered. Any salary agreement for the plan offered by the Variable Annuity Life Insurance Company must be filed with the Board of Education on or before June 30th each year. Salary reduction agreements and any changes thereto for the Supplemental Annuity Collective Trust Program will be filed with the Board of Education under the rules and regulations of the Division of Pensions of the State of New Jersey. It is each participating member's responsibility to maintain the necessary income tax records for either of these tax sheltered programs. The Board of Education is relieved of any responsibility after forwarding the monthly salary reduction monies to the Variable Annuity Life Insurance Company or to the Supplemental Annuity Collective Trust.

## 19. ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or Association member is mutually scheduled by the parties to this contract to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, after the regular work day. The Business Office and the Principal of the building shall be notified in advance of the time and place of all such meetings. Approval will be contingent upon prior scheduled use.
- C. The Association shall have the right, with permission of the Superintendent, to use full facilities and equipment, including typewriters, calculating machines and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall provide materials and supplies incident to such use.
- D. The Association shall have the right to use inter school mail facilities and school mailboxes as it deems necessary.
- E. All other Association business activities will be conducted during non-working hours.

## 20. LICENSE REQUIREMENT

Each full time building custodian, grounds crew member, utility man, general mechanic I and general mechanic II will be required to obtain a Black Seal fireman's license issued by the State of New Jersey during the first full year's contractual employment as one requirement for tenure status. The initial application fee (\$10.00) will be paid by the Board. If the applicant is not successful in passing the examination on the first two attempts, additional application fees will be paid by him. Annual renewal fees will be paid by the Board.

Personnel who are contractual employees on July 1, 1972, and who do not have the Black Seal license, will have until July 1, 1973 to obtain it.

After July 1, 1973, where the license requirement has not been met, each case will be reviewed by the Board to determine if continued employment is warranted, or if the individual employment contract should be terminated.

## 21. HEAD CUSTODIAN - SUBSTITUTE

An Assistant Custodian who assumes the duties of the Head Custodian, due to the absence of the Head Custodian for one month or longer, will receive the rate of pay in the higher classification on the salary guide.